UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:	
TERRY CHARLI	ES POLITO
APRIL CAROLY	N POLITO

CHAPTER: 13

Debtor(s)

CASE NO.5 20-02330

NOTICE

The confirmation hearing on the <u>1ST</u> Amended Plan ("Plan") has been scheduled for the Debtor(s) at the following date, time, and location:

Date: May 5, 2021 Time: 9:30 'AM

Location: MAX ROSENN FEDERAL

COURTHOUSE 197 MAIN ST. WILKES BARRE PA, 18701

The deadline for filing objections to confirmation of the Plan is: April 28, 2021.

Evidentiary hearings will not be conducted at the time of the confirmation hearing. If it is determined at the confirmation hearing that an evidentiary hearing is required, an evidentiary hearing will be scheduled for a future date.

A copy of the Plan is enclosed with this Notice. A copy may also be obtained from the case docket through PACER or from the Bankruptcy Clerk's Office.

Requests to participate in a hearing telephonically shall be made in accordance with Local Bankruptcy Rule 9074-1(a).

Date: March 25, 2021 Filed by: /s/Bradley Warren Weidenbaum,

Esq.

LOCAL BANKRUPTCY FORM 3015-1

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:	CHAPTER 13
TERRY CHARLES POLITO APRIL CAROLYN POLITO	CASE NO. 5 -bk-20-2330-RNO
	ORIGINAL PLAN ST AMENDED PLAN (Indicate 1st, 2nd, 3rd, etc.)
	Number of Motions to Avoid Liens Number of Motions to Value Collateral

CHAPTER 13 PLAN

NOTICES

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked or if neither box is checked, the provision will be ineffective if set out later in the plan.

1	The plan contains nonstandard provisions, set out in § 9, which are not included in the standard plan as approved by the U.S. Bankruptcy Court for the Middle District of Pennsylvania.	Included	>	Not Included
2	The plan contains a limit on the amount of a secured claim, set out in § 2.E, which may result in a partial payment or no payment at all to the secured creditor.	Included	>	Not Included
3	The plan avoids a judicial lien or nonpossessory, nonpurchasemoney security interest, set out in § 2.G.	Included	/	Not Included

YOUR RIGHTS WILL BE AFFECTED

READ THIS PLAN CAREFULLY. If you oppose any provision of this plan, you must file a timely written objection. This plan may be confirmed and become binding on you without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the plan.

1. PLAN FUNDING AND LENGTH OF PLAN.

A. Plan Payments From Future Income

1. To date, the Debtor paid \$2100.00 (enter \$0 if no payments have been made to the Trustee to date). Debtor shall pay to the Trustee for the remaining term of the plan the following payments. If applicable, in addition to monthly plan payments, Debtor shall make conduit payments through the Trustee as set forth below. The total base plan is \$21600.00 , plus other payments and property stated in § 1B below:

Start mm/yyyy	End mm/yyyy	Plan Payment	Estimated Conduit Payment	Total Monthly Payment	Total Payment Over Plan Tier
4/1/2021	12/1/2021	\$300.00		\$300.00	\$2700.00
1/1/2022	12/1/2023	\$450.00		\$450.00	\$10800.00
1/1/2024	12/1/2024	\$500.00		\$500.00	\$6000.00
				Total Payments:	19500.00

- 2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and any attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding. Debtor must pay all post-petition mortgage payments that come due before the initiation of conduit mortgage payments.
- 3. Debtor shall ensure that any wage attachments are adjusted when necessary to conform to the terms of the plan.
- 4. CHECK ONE: (✓) Debtor is at or under median income. *If this line is checked, the rest of § 1.A.4 need not be completed or reproduced.*

() Debtor is over median inco	me. Debtor estimates that a
minimum of \$	must be paid to allowed
unsecured creditors in order to co	omply with the Means Test.

B. Additional Plan Funding From Liquidation of Assets/Other

		1.	The Debtor estimates that the liquidation value of this estate is \$ (Liquidation value is calculated as the value of all non-exempt assets after the deduction of valid liens and encumbrances and before the deduction of Trustee fees and priority claims.)
	Ch	eck one o	f the following two lines.
			ssets will be liquidated. <i>If this line is checked, skip § 1.B.2 and complete § 1.B.3 plicable.</i>
		_ Certa	in assets will be liquidated as follows:
			In addition to the above specified plan payments, Debtor shall dedicate to the plan proceeds in the estimated amount of \$ from the sale of property known and designated as All sales shall be completed by, 20 If the property does not sell by the date specified, then the disposition of the property shall be as follows: Other payments from any source(s) (describe specifically) shall be paid to the Trustee as follows:
2.		RED CL	AIMS. nation Distributions. Check one.
	<u>~</u>	None. If	"None" is checked, the rest of § 2.A need not be completed or reproduced.
	_	the Debt	e protection and conduit payments in the following amounts will be paid by or to the Trustee. The Trustee will disburse these payments for which a proof has been filed as soon as practicable after receipt of said payments from the

Name of Creditor	Last Four Digits of Account Number	Estimated Monthly Payment

- 1. The Trustee will not make a partial payment. If the Debtor makes a partial plan payment, or if it is not paid on time and the Trustee is unable to pay timely a payment due on a claim in this section, the Debtor's cure of this default must include any applicable late charges.
- 2. If a mortgagee files a notice pursuant to Fed. R. Bankr. P. 3002.1(b), the change in the conduit payment to the Trustee will not require modification of this plan.

B. Mortgages (Including Claims Secured by Debtor's Principal Residence) and Other Direct Payments by Debtor. Check one.

	None. If "Non	ne" is checked, th	he rest of § 2.B	need not be	completed or	reproduced.
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Payments will be made by the Debtor directly to the creditor according to the original contract terms, and without modification of those terms unless otherwise agreed to by the contracting parties. All liens survive the plan if not avoided or paid in full under the plan.

Name of Creditor	Description of Collateral	Last Four Digits of Account Number
PNC BANK	2016 RAM 2500	2763
M & T BANK	106 Peggy Lane, Kunkletown, PA 18058	2529
JP MORGAN CHASE	2019 SUBARU IMPREZA LEASE	6805

residence). Check	one.	•	-	
<u>✓</u> None. <i>If "None</i>	" is checked, the rest of §	2.C need not be	completed or i	eproduced.
in the allowed of they shall be pa from the autom payments to the	all distribute to each creditelaim. If post-petition arrested in the amount stated betatic stay is granted as to a cereditor as to that collated ded for under § 1322(b)(5)	ars are not itemi clow. Unless oth any collateral list eral shall cease, a	zed in an allow erwise ordered ted in this section and the claim w	red claim, , if relief on, all
Name of Creditor	Description of Collateral	Estimated Pre-petition Arrears to be Cured	Estimated Postpetition Arrears to be Cured	Estimated Total to be paid in plan
D. Other secured clain not applicable, etc	ims (conduit payments a	nd claims for w	hich a § 506 v	aluation is
✓ None. If "None	" is checked, the rest of §	2.D need not be	completed or i	reproduced.
and can include petition date an acquired for the petition date an	ow are secured claims for e: (1) claims that were eith d secured by a purchase n e personal use of the Debte d secured by a purchase n uit payments; or (3) secure	ner (a) incurred we noney security in or, or (b) incurred noney security in	vithin 910 days nterest in a mote of within 1 year nterest in any of	of the or vehicle of the her thing of

C. Arrears (Including, but not limited to, claims secured by Debtor's principal

- 1. The allowed secured claims listed below shall be paid in full and their liens retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law or discharge under §1328 of the Code.
- 2. In addition to payment of the allowed secured claim, present value interest pursuant to 11 U.S.C. §1325(a)(5)(B)(ii) will be paid at the rate and in the amount listed below, unless an objection is raised. If an objection is raised, then the court will determine the present value interest rate and amount at the confirmation hearing.
- 3. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

Name of Creditor	Description of Collateral	Principal Balance of Claim	Interest Rate	Total to be Paid in Plan

E. Secured claims for which a § 506 valuation is applicable. Check one.

<u> </u>	None. If "None" is checked, the rest of § 2.E need not be completed or reproduced.
	Claims listed in the subsection are debts secured by property not described in § 2.D of
	this plan. These claims will be paid in the plan according to modified terms, and liens
	retained until the earlier of the payment of the underlying debt determined under
	nonbankruptcy law or discharge under §1328 of the Code. The excess of the
	creditor's claim will be treated as an unsecured claim. Any claim listed as "\$0.00" or
	"NO VALUE" in the "Modified Principal Balance" column below will be treated as
	an unsecured claim. The liens will be avoided or limited through the plan or Debtor
	will file an adversary or other action (select method in last column). To the extent not
	already determined, the amount, extent or validity of the allowed secured claim for
	each claim listed below will be determined by the court at the confirmation hearing.
	Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid,
	payments on the claim shall cease.

Desc

Name of Creditor	Description of Collateral	Value of Collateral (Modified Principal)	Interest Rate	Total Payment	Plan, Adversary or Other Action

F. Surrender of Collateral. Che	ck one.			
✓ None. If "None" is checke	ed, the rest of § 2.F need	d not be com	npleted or re	eproduced.
The Debtor elects to surre the creditor's claim. The approval of any modified the collateral only and tha allowed unsecured claim in Part 4 below.	Debtor requests that upoplan the stay under 11 to the stay under §1301 b	on confirmated U.S.C. §362(tion of this (a) be termi d in all resp	plan or upon nated as to pects. Any
Name of Creditor	Description of	Collateral	to be Surr	endered

Name of Creditor	Description of Collateral to be Surrendered

G.	Lien Avoidance.	Do not use for	mortgages	or for	statutory	liens,	such as	tax liens.	Check
	one.								

✓	None. If "None"	' is checked, the rest	of § 2.G need not	t be completed	or reproduced
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	of the following creditor or consensual liens such	ors pursuant to § 522(f) (the has mortgages).	nis § should not be used
Name of Lien Holder			
Lien Description For judicial lien, include court and docket number.			
Description of the liened property			
Liened Asset Value			
Sum of Senior Liens			
Exemption Claimed	_		
Amount of Lien Amount Avoided			
Amount Avoided			
by the United 2. Attorney's fee a. In additionamount of	S. Percentage fees pay States Trustee. es. Complete only one on to the retainer of \$15 f \$2500.00 in to	able to the Trustee will be of the following options: 00.00 already pai he plan. This represents the cified in L.B.R. 2016-20	d by the Debtor, the ne unpaid balance of the
Payment of with the c	of the written fee agree of such lodestar compe ompensation approved	the hourly rate to be adju ement between the Debtor nsation shall require a sep by the Court pursuant to	and the attorney. parate fee application L.B.R. 2016-2(b).
	the following two line.	ot included in §§ 3.A.1 or s.	3.A.2 above. Check
None.		the rest of § 3.A.3 need n	ot be completed or
The fo	ollowing administrative	e claims will be paid in fu	11.

The Debtor moves to avoid the following judicial and/or nonpossessory, nonpurchase

Name of Creditor	Estimated Total Payment
	-
B. Priority Claims (including, certain Do	omestic Support Obligations
Allowed unsecured claims entitled to prunless modified under §9.	iority under § 1322(a) will be paid in full
Name of Creditor	Estimated Total Payment
	_
<u>U.S.C. §507(a)(1)(B)</u> . Check one of the	d to or owed to a governmental unit under 1 following two lines.
None. If "None" is checked, the reproduced.	rest of § 3.C need not be completed or
obligation that has been assigned paid less than the full amount of	d below are based on a domestic support to or is owed to a governmental unit and will the claim. This plan provision requires that of 60 months (see 11 U.S.C. §1322(a)(4)).
Name of Creditor	Estimated Total Payment
	I I

4. UNSECURED CLAIMS

	ns of Unsecured Nonpriority Creditors Specially Classified. Check one of the wing two lines.
<u>~</u>	None. If "None" is checked, the rest of § 4.A need not be completed or reproduced.
	To the extent that funds are available, the allowed amount of the following unsecured claims, such as co-signed unsecured debts, will be paid before other, unclassified, unsecured claims. The claim shall be paid interest at the rate stated below. If no rate is stated, the interest rate set forth in the proof of claim shall apply.

Name of Creditor	Reason for Special Classification	Estimated Amount of Claim	Interest Rate	Estimated Total Payment

- B. Remaining allowed unsecured claims will receive a pro-rata distribution of funds remaining after payment of other classes.
- 5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES. Check one of the following two lines.

None. If "None" is checked, the rest of § 5 need not be completed or reproduced.

The following contracts and leases are assumed (and arrears in the allowed claim to be cured in the plan) or rejected:

Name of Other Party	Description of Contract or Lease	Monthly Payment	Interest Rate	Estimated Arrears	Total Plan Payment	Assume or Reject
JP MORGAN CHASE		242.26	N/A	-0-	N/A	ASSUME

6. VESTING OF PROPERTY OF THE ESTATE.

Property of the estate will vest in the Debtor upon
Check the applicable line:
plan confirmation entry of discharge closing of case.
7. DISCHARGE: (Check one)
 () The debtor will seek a discharge pursuant to § 1328(a). () The debtor is not eligible for a discharge because the debtor has previously received a discharge described in § 1328(f).
8. ORDER OF DISTRIBUTION:
If a pre-petition creditor files a secured, priority or specially classified claim after the bar date, the Trustee will treat the claim as allowed, subject to objection by the Debtor.
Payments from the plan will be made by the Trustee in the following order:
Level 1:
Level 2:
Level 3:
Level 4:
Level 5:
Level 6:
- 4 -

If the above Levels are filled in, the rest of § 8 need not be completed or reproduced. If the above Levels are not filled-in, then the order of distribution of plan payments will be determined by the Trustee using the following as a guide:

Level 1: Adequate protection payments.

Level 2: Debtor's attorney's fees.

Level 3: Domestic Support Obligations.

Level 4: Priority claims, pro rata.

Level 5: Secured claims, pro rata.

Level 6: Specially classified unsecured claims.

Level 7: Timely filed general unsecured claims.

Level 8: Untimely filed general unsecured claims to which the Debtor has not objected.

9. NONSTANDARD PLAN PROVISIONS

Include the additional provisions below or on an attachment. Any nonstandard provision placed elsewhere in the plan is void. (NOTE: The plan and any attachment must be filed as one document, not as a plan and exhibit.)

Dated: 3/18/2021

Attorney for Debtor

Debtor

Joint Debtor

By filing this document, the debtor, if not represented by an attorney, or the Attorney for Debtor also certifies that this plan contains no nonstandard provisions other than those set out in § 9.

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2	
3	
4	UNITED STATES BANKRUPTCY COURT
5	MIDDLE DISTRICT OF PENNSYLVANIA WILKES BARRE DIVISION
6	IN RE: CASE NO: 5:20-02330
7	TERRY CHARLES POLITO APRIL CAROLYN POLITO DECLARATION OF MAILING CERTIFICATE OF SERVICE
8	Chapter: 13
9	
0	
1	On 3/25/2021, I did cause a copy of the following documents, described below,
2	NOTICE OF OBJECTIONS AND CONFIRMATION HEARING
3	1ST AMENDED CHAPTER 13 PLAN
4	
5	
6	
7	
8	
9	to be served for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with
20	sufficient postage thereon to the parties listed on the mailing list exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.
1	I caused these documents to be served by utilizing the services of BK Attorney Services, LLC d/b/a certificateofservice. com, an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant
2	to Fed.R.Bankr.P. 9001(9) and 2002(g)(4). A copy of the declaration of service is attached hereto and incorporated as if fully set forth herein.
3	Parties who are participants in the Courts Electronic Noticing System ("NEF"), if any, were denoted as having been
4	served electronically with the documents described herein per the ECF/PACER system. DATED: 3/25/2021
5	/s/ Bradley Warren Weidenbaum, Esq. Bradley Warren Weidenbaum, Esq. 85241
6	Bradley Warren Weidenbaum - Attorney at Law PO Box 721
7	Brodheadsville, PA 18322 570 992 3900
8	
	Case 5:20-bk-02330-HWV Doc 40 Filed 03/25/21 Entered 03/25/21 14:59:39 Desc

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UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF PENNSYLVANIA WILKES BARRE DIVISION

IN RE:

TERRY CHARLES POLITO APRIL CAROLYN POLITO CASE NO: 5:20-02330

CERTIFICATE OF SERVICE DECLARATION OF MAILING

Chapter: 13

On 3/25/2021, a copy of the following documents, described below,

NOTICE OF OBJECTIONS AND CONFIRMATION HEARING

1ST AMENDED CHAPTER 13 PLAN

were deposited for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing list exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document(s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

DATED: 3/25/2021

Jay S. Jump

BK Attorney Services, LLC d/b/a certificateofservice.com, for

Bradley Warren Weidenbaum, Esq.

Bradley Warren Weidenbaum - Attorney at Law

PO Box 721

Brodheadsville, PA 18322

PARTIES DESIGNATED AS "EXCLUDE" WERE NOT SERVED VIA USPS FIRST CLASS MAIL PARTIES WITH A '+' AND DESIGNATED AS "CM/ECF E-SERVICE" RECEIVED ELECTRONIC NOTICE THROUGH THE CM/ECF SYSTEM

LABEL MATRIX FOR LOCAL NOTICING

33145
CASE 5-20-BK-02330-HWV

BANK OF AMERICA
ATTN BANKRUPTCY
4909 SAVARESE CIR 03145 03145 CASE 5-20-BK-02330-HWV MIDDLE DISTRICT OF PENNSYLVANIA WILKES-BARRE THU MAR 25 13-59-52 EDT 2021

TAMPA FL 33634-2413

BANK OF AMERICA PO BOX 982238 EL PASO TX 79998-2238

BANK OF AMERICA NA P O BOX 982284 EL PASO TX 79998-2284

JPMORGAN CHASE BANK N A BANKRUPTCY MAIL INTAKE TEAM 700 KANSAS LANE FLOOR 01 MONROE LA 71203-4774 MONROE LA 71203-4774

CITICORP CREDIT SRVSCENTRALIZED BK DEF PO BOX 790034 SAINT LOUIS MO 63179-0034

CITICARDS CBNA PO BOX 6217 SIOUX FALLS SD 57117-6217 CONSTAR FINANCIAL SERVICES LLC 10400 N 25TH AVE STE 100 PHOENIX AZ 85021-1610

CHARLES J DEHART III TRUSTEE 8125 ADAMS DRIVE SUITE A HUMMELSTOWN PA 17036-8625

DISCOVER BANK DISCOVER PRODUCTS INC PO BOX 3025 NEW ALBANY OH 43054-3025 DISCOVER FIN SVCS LLC PO BOX 15316 WILMINGTON DE 19850-5316

DISCOVER FINANCIAL ATTN BANKRUPTCY PO BOX 3025 NEW ALBANY OH 43054-3025

ADAM BRADIEY HALL MANLEY DEAS KOCHALSKI PO BOX 165028 COLUMBUS OH 43216-5028

HYUNDAI CAPITAL AMERIC 10550 TALBERT AVE FOUNTAIN VALLEY CA 92708-6032

HYUNDAI LEASE TITLING TRUST PO BOX 20809 FOUNTAIN VALLEY CA 92728-0809

ATTN BANKRUPTCY PO BOX 20809 FOUNTAIN VALLEY CA 92728-0809

JPMORGAN CHASE BANK NA NATIONAL BANKRUPTCY DEPARTMENT PO BOX 29505 AZ1-5757 PHOENIX AZ 85038-9505

JPMCB AUTO PO BOX 901003 FORT WORTH TX 76101-2003

LVNV FUNDING LLC RESURGENT CAPITAL SERVICES PO BOX 10587 GREENVILLE SC 29603-0587

MT BANK LEGAL DOCUMENT PROCESSING 626 COMMERCE DRIVE AMHERST NY 14228-2307

M T BANK MORTGAGE PO BOX 900 MILLSBORO DE 19966-0900

PENNSYLVANIA DEPARTMENT OF REVENUE BANKRUPTCY DIVISION PO BOX 280946 HARRISBURG PA 17128-0946

PNC BANK RETAIL LENDING P O BOX 94982 CLEVELAND OH 44101-4982

(+) APRIL CAROLYN POLITO 106 PEGGY LANE KUNKLETOWN PA 18058-7726

CM/ECF E-SERVICE

CM/ECF E-SERVICE

(+) TERRY CHARLES POLITO 106 PEGGY LANE KUNKLETOWN PA 18058-7726

CM/ECF E-SERVICE (+) UNITED STATES TRUSTEE JAMES WARMBRODT
228 WALNUT STREET SUITE 1190 701 MARKET STREET SUITE 5000
HARRISBURG PA 17101-1722 PHILADEPHIA PA 19106-1541

BRADLEY WARREN WEIDENBAUM PO BOX 721 BRODHEADSVILLE PA 18322-0721

WELLS FARGO CREDIT BUREAU DISPUTE DES MOINES IA 50301 WELLS FARGO BANK NA ATTN BANKRUPTCY 1 HOME CAMPUS MAC X2303-01A DES MOINES IA 50328-0001

WELLS FARGO BANK NA
WELLS FARGO CARD SERVICES
PO BOX 10438 MAC F8235-02F
DES MOINES IA 50306-0438

United States Trustee 228 Walnut Street, Suite 1190 Harrisburg, PA 17101 (Asst. U.S. Trustee)

ustpregion03.ha.ecf@usdoj.gov

Terry Charles Polito 106 Peggy Lane Kunkletown, PA 18058-7728 (Debtor 1) represented by: Bradley Warren Weidenbaum PO Box 721 Brodheadsville, PA 18322

weidenbaumlaw@gmail.com

April Carolyn Polito 106 Peggy Lane Kunkletown, PA 18058-7728 (Debtor 2) represented by: Bradley Warren Weidenbaum PO Box 721 Brodheadsville, PA 18322 weidenbaumlaw@gmail.com

(Creditor)
Lakeview Loan Servicing LLC
represented by:
James Warmbrodt
701 Market Street Suite 5000
Philadephia, PA 19106

jwarmbrodt@kmllawgroup.com

Karina Velter Manley Deas Kochalski, LLC PO Box 165028 Columbus, OH 43216-5028

amps@manleydeas.com

(Creditor)
JPMorgan Chase Bank, N.A.
represented by:
Adam Bradley Hall
Manley Deas Kochalski
P.O. Box 165028
Columbus, OH 43216-5028

amps@manleydeas.com

(Trustee) 8125 Adams Drive, Suite A Hummelstown, PA 17036

 ${\tt dehartstaff@pamd13trustee.com}$